

# State of Vermont

Buildings and General Services  
Engineering Division  
2 Gov Aiken Ave Drawer 33  
Montpelier VT 05633  
USA

## CONTRACT



**Vendor ID 0000009333**  
**Fisher Scientific LLC**  
**3970 Johns Creek Court Suite 500**  
**Suwanee GA 30024**  
**USA**

<b>Contract ID</b> 0000000000000000000012617		Page 1 of 3
<b>Contract Dates</b> 01/15/2008 to 01/15/2010		<b>Origin</b> CPS
<b>Description:</b> CPS-LABORATORY SUPPLIES		<b>Contract Maximum</b> \$9,999,999.99
<b>Buyer Name</b> McIntyre, John	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		LABORATORY SUPPLIES, CHEMICALS & REAGENTS PRICED PER THE ATTACHED DISCOUNT SCHDULE FROM THE FISHER CATALOG	EA	0.01000	0.00	0.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS WRITTEN IN ACCORDANCE WITH THE STATES REQUEST FOR PROPOSAL ENTITLED "LABORATORY SUPPLIES" DATED JANUARY 18, 2007 AND CONTRACTORS RESPONSE OF FEBRUARY 13, 2007.

THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWO YEARS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

PRICING: ALL ORDERS UNDER THIS CONCTRACT WILL BE NET PRICING AT THE DISCOUNTS FOR PRODUCT CATEGORIES AS DEFINED IN THE ATTACHED LIST. THE NET PRICE WILL BE DERIVED BY APPLYING THE DISCOUNTS SET FORTH IN THE PRICE SCHEDULE TO THE LIST PRICE AS IT APPEARS IN THE JANUARY PRICE BOOK. PRICES WILL REMAIN FIRM DURING THE CALENDAR PERIOD OF JANUARY 1ST THROUGH DECEMBER 31ST FOR EACH YEAR OF THE CONTRACT. EACH JANUARY NET PRICES WILL BE UPDATED BASED ON THE CURRENT FISHER SCIENTIFIC JANUARY LIST PRICE BOOK.

SEE THE ATTACHED ASSOCIATED DOCUMENT FOR DISCOUNT SCHEDULE. (TITLED FISHER SCIENTIFIC PRICING SCHEDULE).

ALL SHIPMENTS ARE FOR FOB DESTINATION. ALL CHARGES FOR ROUTINE DELIVERIES SHALL BE FULLY PREPAID BY FISHER. EMERGENCY DELIVERY COSTS AS A RESULT OF A CUSTOMER REQUEST WILL BE PREPAID AND CHARGED TO THE ORDERING AGENCY.

ALL ORDERS WHICH INCLUDE ITEMS CLASSIFIED BY THE US DEPARTMENT OF TRANSPORTATION AS "HAZARDOUS" WILL BE ASSESSED A "HAZARDOUS MATERIAL FEE" OF \$21.50 PER ORDER.

FISHER IS PERMITTED TO PASS ON SPECIAL HANDLING CHARGES THAT MAY BE ASSESSED BY VENDORS FOR PRODUCTS REQUIRING SPECIAL HANDLING PROVIDED PRIOR APPROVAL OF THE ORDERING AGENCY OR DEPARTMENT HAS BEEN RECEIVED.

NO SUBSTITUTIONS OF THE BRANDS OF PRODUCT ORDERED WILL BE MADE WITHOUT THE CONSENT OF THE ORDERING AGENCY.

METHOD OF ORDERING: ORDERS MAY BE MAILED TO FISHER SCIENTIFIC C/O DONALD MALENFANT, 1562 FOSTER HILL RD, EAST CALAIS, VT 05650, FAXED TO 800-926-1166 OR PHONED TO 800-766-7000. IN ADDITION ORDERS MAY BE PROCESSED THROUGH THE WEBSITE AT WWW.FISHERSCI.COM.

THIS CONTRACT MAY NOT BE USED FOR ITEMS COSTING \$2500.00 OR MORE.

RESTOCK: ANY ITEMS RETURNED TO FISHER IN THEIR ORIGINAL CONDITION AND IN THEIR ORIGINAL PACKAGING WILL BE CREDITED IN FULL WITH NO RESTOCKING FEE. THIS APPLIES TO ITEMS SHIPPED IN ERROR BY FISHER OR ORDERED IN ERROR BY AN AGENCY. ITEMS SHIPPED DIRECTLY FROM A VENDOR OR ITEMS CONSIDERED "SPECIALS" MAY BE SUBJECT TO A RESTOCKING FEE.

RETURNS: WHEN AN AGENCY HAS AN ITEM THEY WISH TO RETURN, THEY MUST FIRST CALL FISHER SCIENTIFIC CUSTOMER SERVICE TO OBTAIN A RETURN AUTHORIZATION NUMBER. THIS NUMBER MUST APPEAR ON THE OUTSIDE OF THE PACKAGE AS IT IS RETURNED (SHOULD BE ON THE MAILING LABEL, NOT WRITTEN ON THE BOX). FOR ITEMS THAT ARE BEING RETURNED DUE TO AN ERROR MADE BY FISHER, FISHER WILL ISSUE A PICK UP TAG FOR ONE OF THE COMMON CARRIERS TO PICK UP THE PACKAGE, PREPAID BY FISHER. IF THE RETURN IS DUE TO AN ERROR MADE BY THE AGENCY, IT IS THE RESPONSIBILITY OF THE AGENCY TO PROPERLY SHIP THE PACKAGE TO THE FISHER LOCATION GIVEN WITH THE RETURN AUTHORIZATION.

ATTACHMENTS: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT. THE FOLLOWING MODIFICATION IS ADDED TO PARAGRAPH 20 OF THE PURCHASING AND CONTRACTING ADMINISTRATION TERMS AND CONDITIONS. THE CONTRACTOR SHALL NOT BE LIABLE FOR ECONOMIC CONSEQUENTIAL DAMAGES SUFFERED BY THE STATE, SUCH AS LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF DATA OR LOSS OF GOODWILL.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

# State of Vermont

Buildings and General Services  
Engineering Division  
2 Gov Aiken Ave Drawer 33  
Montpelier VT 05633  
USA

## CONTRACT



**Vendor ID 0000009333**  
**Fisher Scientific LLC**  
**3970 Johns Creek Court Suite 500**  
**Suwanee GA 30024**  
**USA**

<b>Contract ID</b> 0000000000000000000012617		<b>Page</b> 2 of 3
<b>Contract Dates</b> 01/15/2008 to 01/15/2010		<b>Origin</b> CPS
<b>Description:</b> CPS-LABORATORY SUPPLIES		<b>Contract Maximum</b> \$9,999,999.99
<b>Buyer Name</b> McIntyre, John	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERED, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORT PERIOD.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END OF THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 - MARCH 31 \*\* REPORT DUE: APRIL 15  
REPORTING PERIOD: APRIL 1 - JUNE 30 \*\* REPORT DUE: JULY 15  
REPORTING PERIOD: JULY 1 - SEPTEMBER 30 \*\* REPORT DUE: OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 - DECEMBER 31 \*\* REPORT DUE: JANUARY 15

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

JOHN MCINTYRE  
PURCHASING AGENT  
802-828-2210  
FAX 802-828-2222

# State of Vermont

Buildings and General Services  
Engineering Division  
2 Gov Aiken Ave Drawer 33  
Montpelier VT 05633  
USA

## CONTRACT



**Vendor ID 0000009333**  
**Fisher Scientific LLC**  
**3970 Johns Creek Court Suite 500**  
**Suwanee GA 30024**  
**USA**

<b>Contract ID</b> 0000000000000000000012617		Page 3 of 3
<b>Contract Dates</b> 01/15/2008 to 01/15/2010		<b>Origin</b> CPS
<b>Description:</b> CPS-LABORATORY SUPPLIES		<b>Contract Maximum</b> \$9,999,999.99
<b>Buyer Name</b> McIntyre,John	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
john.mcintyre@state.vt.us						

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_